

**Adams County Agricultural Society**  
**Tuesday, January 14, 2025**  
**7:30 p.m.**

- I. Call To Order**
- II. Roll Call**
  - PUBLIC NOTICE:** Official Notice of the Regular Meeting was published in the Hastings Tribune on January 8, 2025. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda be posted in the back of this meeting room. In addition, a current copy of the Nebraska Open Meetings Act is posted in the back of the meeting room which is accessible to members of the public.
- III. Pledge of Allegiance**
- IV. Approval of Minutes**
- V. Guests**
  - A. Nathan Hoeft - First Street Brewing**
- VI. Public Comments**
- VII. 4-H Council - Hartman**
- VIII. Executive Committee - Wahl**
- IX. Budget, Audit & Finance - Ayres**
  - A. Approval of Bills**
- X. Building & Grounds**
  - A. Landmark Implement - Skid steer Lease**
- XI. Policy & Regulations Committee**
- XII. Strategic Planning Committee**
- XIII. Foundation Report - Wahl**
- XV. Technology - Stark**
- XVI. Oregon Trail Rodeo**
  - A. Committee Chair**
- XVII. Fair Committee - Wahl**
  - A. Zone 5 - IAFE Conference**
  - B. Saffire Contract - 2025**
  - C. TMS Contract - 2025 & 2026**
  - D. Grayscale Contract - 2025**
- XVIII. Kool-Aid Days - Niles**
  - A. Viero Wireless Center Agreement**
  - B. Enclosed Trailer**
- XIX. Old Business**
  - A. Hastings Pickleball Club**
  - B. Midstates Rodeo**
- XX. New Business**
  - A. Double Locked Security**
- XXI. Manager Report - Laux**
- XXII. Executive Session**
  - A. Employee Evaluations**

The Adams County Ag Society Board reserve the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the Ag Society Board to take up the items on the agenda in sequential order. However, the Ag Society reserve the right to take up matters in a different order to accommodate the schedules of the Ag Society Directors, a person having items on the agenda, and the public.

[For the full agenda and minutes go to https://www.adamscountyfairgrounds.com/p/about/agenda](https://www.adamscountyfairgrounds.com/p/about/agenda)

# Adams County Agricultural Society Board Meeting Minutes

Date: December 10, 2024

Call to Order Time: 7:32pm meeting started and called roll.

## I. Call To Order

The Regular Meeting of the Adams County Agricultural Society, Hastings, Nebraska, met in open and public session at the Adams County Fairgrounds in Hastings, NE. Open meeting laws were posted and notice of meeting was advertised in the Hastings Tribune.

## II. Roll Call: Present were:

Name	Y	N	Name	Y	N	Name	Y	N
Reid Ayres	x		Jennifer Hartman	x		William Rathje	x	
			Scott Hinrichs	x		Brad Stark	x	
Dwight Dunsworth	x		Patrick Niles	x		Justin Wahl	x	
						Jolene Laux, manager		x

- Roll Call - Everyone but Hartman "Hartman called running late\ Wahl approved" Motion Carried

## III. Pledge of Allegiance

## IV. Approval of Minutes

**Motion: Approval of the minutes for November 12, 2024.**

Motion by: Hinrichs

Seconded by: Niles

### Roll Call Vote:

Name	Y	N	Name	Y	N	Name	Y	N
Reid Ayers	x		William Rathje	x		Jennifer Hartman	ex	
Brad Stark	x		Justin Wahl	x		Dwight Dunsworth	x	
Scott Hinrichs	x		Patrick Niles	x				

**MOTION: CARRIED FAILED**

## V. Guests: Bill Bleifernich, Brenda Catlett, John O., Larry Ackerman

- Brenda Breckner - Catlett, Hastings Pickleball
  - Tape lines do not bother renters " but will be removed if requested by renter."
  - Roughly \$2,000 a month they receive at Kearney , around 7 board members receive keys and responsibilities
    - Could rent up until May if possible
    - Is age requirements of who receives cards
    - Board approves to bring in the nets and test flooring if it would work.
    - Just use 2 inch painters tape.
    - Roughly 80 in the club
    - Board in favor of trying to make it work and work together

**VI. Public Comment: 4H**

Extension Staff was not present- Beth sent notes to Will and Jenny

**VII. 4-H Council - Hartman/Rathje- Shooting Sports sign up**

- Justin talked to someone at the Fair Board Convention about FEMA Funding
- A shared folder will be created with the extension office that both parties can contribute to.

**VIII. Executive Committee - Wahl**

- Computers needed for Seth and Andrea; a work session will be held to update new members

**IX. Budget, Audit & Finance - Ayres**

**A. Approval of bills**

**Motion: Approval to Pay the Bills as presented for: \$22,7479.76**

Motion by: Rathje      Seconded by: Dunsworth

**Roll Call Vote:**

Name	Y	N		Name	Y	N		Name	Y	N
Justin Wahl			ab	Reid Ayers	x			Scott Hinrichs	x	
Jennifer Hartman	x			Dwight Dunsworth	x			Patrick Niles	x	
Brad Stark	x							William Rathje	x	

**MOTION:                    CARRIED                    FAILED**

Discussion held about utilities at the Franklin address.

**X. Buildings and Grounds -**

Will brought up his visit to the Cheyenne Facility that they use for a multi-purpose building.

New building committee will meet in January.

**XI. Policy & Regulations Committee - None**

**XII. Strategic Planning- None**

**XIII. Foundation - Wahl- None**

**XV. Technology - B.Stark- None**

**XVI. Oregon Trail Rodeo - S.Hinrichs**

- Danger Dave Rodeo Clown talked to him for 2026 OTR- Scott recommended we go with him. Others were talked to.
- Mini buckers were talked about in addition to Mutton Bustin'

- Talked about the rodeo clown this year and adding his Toby Keith concert post rodeo for \$5,000 (tabled)

**Motion:** Motion to hire Danger Dave Rodeo Clown for the 2026 Oregon Trail Rodeo for \$7,500

Motion by: Hinrichs    Seconded by: Ayres

**Roll Call Vote:**

Name	Y	N	Name	Y	N	Name	Y	N
Justin Wahl	x		Reid Ayers	x		Scott Hinrichs	x	
Jennifer Hartman	x		Dwight Dunsworth	x		Patrick Niles	x	
Brad Stark	x					William Rathje	x	

**MOTION:**                    **CARRIED**                    **FAILED**

**XVII. Fair Committee - Wahl-** Jan. 24-26 Fair Board Convention in Kearney. Early registration recommended.

Vendor forms will be available online this year for our post fair wrap up.

**XVIII. Kool-Aid Days - Niles**

- Looked into a 7x16 ft. enclosed trailer- \$7,900 from HiLine in Kenesaw. Will bring back to the board next month.

**XIX. Old Business**

- **Hastings PickleBall**

**XX. New Business**

- New building meeting to be scheduled in January
- Justin is looking into if we have to pursue a bond for a new building with Alan Wood
- Patrick talked to Jason at Mid States Finals about submitting a bid for Mid States Finals; they recommend paying for own announcer, sound, and timers to be more profitable, 3-4 stock pens, Thurs-Sun, for 3rd weekend in Sept., could have a calcutta and we would get some of the proceeds. The Mid States will come down to look at our facilities. Bid is due Jan. 15.

**XXI. Manager Report - J.Laux- Sick**

- Justin- Chamber Bucks- Giving Chamber Bucks to Fairgrounds staff.
- New Years Event discussed and staffing.

**Motion:** To give Chamber Bucks to the fairgrounds staff.

Motion by: Niles      Seconded by: Stark

**Roll Call Vote:**

Name	Y	N	Name	Y	N	Name	Y	N
Justin Wahl	x		Reid Ayers	x		Scott Hinrichs	x	
Jennifer Hartman	x		Dwight Dunsworth	x		Patrick Niles	x	
Brad Stark	x					William Rathje	x	

**MOTION:**            **CARRIED**            **FAILED**

**XXII. Executive Session:**

Time entered Executive Session: 8:55pm      Time left Executive Session: 9:15pm

**Motion:**    **Enter into Executive Session**

Motion by   Rathje        Seconded by   Hinrichs  

**Roll Call Vote:**

Name	Y	N	Name	Y	N	Name	Y	N
William Rathje			Scott Hinrichs			Patrick Niles		
Reid Ayers			Dwight Dunsworth			Jennifer Hartman		
Curt Bolte						Justin Wahl		

**MOTION:**            **CARRIED**            **FAILED**

**ADAMS COUNTY AG SOCIETY**  
**Vendor Balance Summary**  
As of January 14, 2025

	<u>Total</u>	
ALLO	311.66	PHONE-\$161.66/INTERNET-\$150.00
ALMQUIST MALTZAHN GALLOWAY & LUTH	8,250.00	ANNUAL AUDIT FOR YEAR ENDING JUNE 30, 2024
BRAD STARK	971.48	TRAVEL EXPENSES FOR PRCA CONFERENCE
CITY OF HASTINGS (ALARM)	385.20	ALARM MONITORING
DOUBLE LOCKED SECURITY	586.50	SECURITY
ECHO GROUP INC.	301.42	LIGHTBULBS
HASTINGS TRIBUNE	87.27	NYE EVENT AD/BOARD MEETING AD
JENNY HARTMAN	42.15	ITEMS FOR NYE EVENT
JUSTIN WAHL	12.75	ITEMS FOR NYE EVENT
KT HEATING & AIR CONDITIONING	959.68	CAPACITOR, MOTOR, NEW HVAC CONTROL-NORTH
NRG MEDIA	1,012.00	NYE EVENT ADVERTISING
PROTEX CENTRAL INC.	362.00	NOTIFIER REPAIR
SAFFIRE	1,710.00	ANNUAL HOSTING & LICENSING FEE
SCOTT HINRICHS	439.00	TRAVEL EXPENSES FOR PRCA CONFERENCE
TITAN MACHINERY	17.74	NUTS/BOLTS
WELLS FARGO VENDOR FINANCIAL SERVICES	115.99	COPIER LEASE
WOODWARD'S DISPOSAL	737.50	GARBAGE
TOTAL	<u>\$ 16,302.34</u>	
COLUMBIA INSURANCE	437.25	BUSINESS AUTO INSURANCE
COLUMBIA INSURANCE	14,569.50	COMMERCIAL PKG POLICY
	<u>\$ 15,006.75</u>	
GRAND TOTAL	<u>\$ 31,309.09</u>	

Friday, Jan 10, 2025 09:58:21 AM GMT-8



JOHN DEERE

RENTAL AGREEMENT

Rental #

waiting on Contract with correct date

Name	LESSEE ADAMS COUNTY AG SOCIETY	DATE	Nov 20, 2024	RENTAL TERM	BEGINS	Nov 20, 2024	ENDS	Nov 20, 2025
Street or RFD	947 S BALTIMORE AVE	Purchaser Acct No		Customer P.O. NO.	ACCOUNT NO.	065546	Government Bid No.	
City, ST Zip Code	HASTINGS, NE 68901	LESSOR NAME AND ADDRESS LANDMARK IMPLEMENT, INC.						
Telephone Number	402-462-3247	111 Chestnut						
Contact		Arapahoe, NE 68922						
Percentage of Rental Payments Applied to				= Estimated Rental Charge (Rental Rate x Estimated Rental Period)		\$ 6,900.00		
Purchase Option: 0.00 %				+ Itemized Fees		\$ 0.00		
Security Deposit : \$ 0.00				+ Taxes		\$ 0.00		
Maximum Hours No More Than : Per Day				+ Service Charge		\$ 0.00		
Maximum Hours No More Than : Per Week				+ Additional Charges		\$ 0.00		
Maximum Hours No More Than : Per Month				= Additional Charges Subtotal		\$ 0.00		
				<b>Total Rental Charge</b>		<b>\$ 6,900.00</b>		

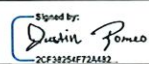
Notes

\$15 an hour over the agreed upon 200 hrs

EQUIPMENT WILL BE USED AT: (Name)			(Address)		Lessee will not remove the Equipment from this Location without written permission from Lessor.
(City)	State/Province	(ZIP Code)	County	(Phone Number)	
	NE		ADAMS		

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
05639642	1	325G COMPACT TRACK LOADER	2023 JOHN DEERE 325G COMPACT TRACK LOADER for 2023-24 ( 1T0325GMERJ450354 )	2	\$ 3,500.00	\$ 102,674 00	0.00
			<b>Stock #</b> 208305				
			<b>Rental Rate Per</b> Hour 17.50	<b>Est. Rental Period</b> 200.00			
05677695	1	324G SKID STEER	2024 JOHN DEERE 324G SKID STEER ( 1T0324GMARJ460682 )	1	\$ 3,400.00	\$ 89,285 00	0.00
			<b>Stock #</b> 213455				
			<b>Rental Rate Per</b> Hour 17.00	<b>Est. Rental Period</b> 200.00			

Primary Insurance Name and Address							
Additional Insured Name and Address						\$ 191,959 00	TOTAL PRESENT VALUE
Insurance Loss Payee Name and Address LANDMARK IMPLEMENT, INC. 111 Chestnut Arapahoe, NE US							
PURCHASER TYPE		MARKET USE					
4 Use County		17 General Utility					

LESSEE(Customer) ADAMS COUNTY AG SO	LESSOR(Dealer) ROMEO,JUSTIN
	BY  2023254724432
THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.	

Customer's Initials \_\_\_\_\_

Date \_\_\_\_\_



## RENTAL AGREEMENT

**1. General.** The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

**2. Security Deposit.** Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

**3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE.** Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$ \_\_\_ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated a one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

# RENTAL AGREEMENT

**4. Risk of Loss.** Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

**5. Purchase Option.** Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

**6. Indemnification.** Lessee shall be solely responsible for all losses, damages, injuries, death , suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

**7. Addition of Accessories:** Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

**8. Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

**9. Inspection:** Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

**10. Assignment:** Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

**11. Default:** If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (An "Event of Default").

### RENTAL AGREEMENT

**12. Remedies:** Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

**13. Construction:** This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

**14. Guaranteed Rental – Return of Equipment:** Provided the guaranteed rental shown on the reverse side is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

**15. Replacement:** Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

**16. Lessee Representations and Warranties:** Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

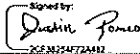
**17. General:** Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Lessor's failure at anytime to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance there with or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

\*\*\*\*\*  
\*\*\*\*\*

#### ASSIGNMENT

TO: JOHN DEERE  
For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assign, subject to all the terms of the applicable John Deere Rental Sale Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company, a division of Deere & Company or John Deere Construction & Forestry Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE: 17-Dec-2024  
DEALER: LANDMARK IMPLEMENT, INC.  
SIGNED BY: 

Customer's Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Are You Ready for an "OZ SOME" Sponsorship Opportunity?

*Follow the Yellow Brick Road* and step into the magical world of the International Association of Fairs and Expositions (IAFE). Join the Kansas State Fair team, February 28– March 2, along with up to 300 state and county fair professionals from five Midwest states: Illinois, Iowa, Kansas, Missouri, and Nebraska for the 2025 Zone 5 Conference!

*Click your heels* and take advantage of this top-ranked sponsorship opportunity that will make your business shine like the Emerald City!

**Sponsorship Contact:** Tina Evans at: 620-669-3600.  
Email: [Kristina.evans@ks.gov](mailto:Kristina.evans@ks.gov).

**Sponsorships:** Make checks made payable to: IAFE Zone 5. Send payment and signed contract to Tina Evans, 2000 N. Poplar, Hutchinson, Kansas, 67502 by Fri, Jan. 19, 2025.

**Hotel Reservations:** Marriott Wichita, 9100 East Corporate Hills Drive, Wichita, Kansas 67207. Group rate is \$127.00 per night. **Reservation deadline is February 6, 2025.**



It's a no brainer! Have a heart, be courageous and become a sponsor today!

**Sponsorship Deadline is Friday, January 17, 2025!**

## 2025 Zone 5 Conference Sponsorship Agreement

NAME OF COMPANY, ORGANIZATION OR PERSON

PRINT NAME (how it will appear in publication)

CONTACT PERSON

EMAIL ADDRESS

PHONE

STREET ADDRESS

CITY

STATE

ZIP

SIGNATURE

DATE

Emerald OZ Sponsor (\$1,000) Sponsor signage, logo in program and 3 complimentary registrations. Your sponsorship will cover one of the following:

Breakfast Sponsor

General Session Sponsor

Lunch Sponsor

Shuttle Bus Sponsor

Have a Brain Sponsor (\$750) Sponsor signage, logo in program and 2 complimentary registrations. Your sponsorship will cover one of the following:

Welcome Reception

Young Professional Social

Saturday Reception

Entertainment Sponsor

Tour Sponsor

Have a Heart Sponsor (\$500) Sponsor signage, logo in program and 1 complimentary registration. Your sponsorship will cover one of the following:

Registration Sponsor

Morning Break Sponsor

Workshop Sponsor

Afternoon Break Sponsor

Lapel Pin Sponsor

Have Courage Sponsor (\$100-\$250) Sponsor signage, logo in program. Your sponsorship will cover one of the following:

Goodie Bag

Door Prize





# Hitch a Ride with the NEBRASKA STATE FAIR!

A Charter Bus is headed to the Zone 5 IAFE Conference. Seats available on a first come first served basis. Three locations for pick-up & drop-off, listed below:

**1** LaVista  
Cabela's

**2** West Lincoln  
Shoemaker's

**3** Grand Island  
State Fair Office

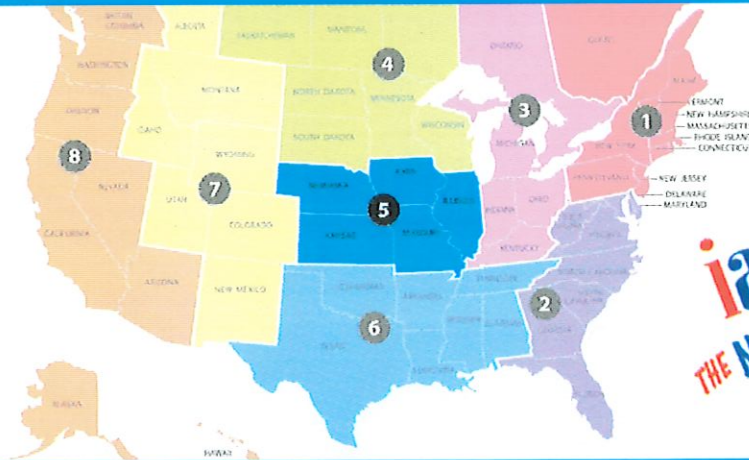
**4** York  
Petro @ I80

**5** Hebron  
Fuel Station

Departure & arrival details announced via email. **\$100/seat**

Deadline to reserve a seat is January 31st @ 5:00pm. A confirmation email will be sent, as we receive registrations.

Register <https://forms.gle/4LPceSUiXvDWhFY7>



**iafe**  
THE NETWORK!

**ZONE 5 IAFE CONFERENCE**  
**FEB 28 - MAR 2**  
**WICHITA MARRIOTT, WICHITA, KS**





Service Order Form - RENEWAL

\* Fee differences from previous contract are marked to the side.

\* This is a 1yr contract.

Event Dates: August		Expires: 9-30-2025
Term: One Year		Order Date: 12-13-2024
Description	Price/Ticket (Item)	
Online Ticket Sales: priced \$0.01 - \$5.00	\$ 0.75	
Online Ticket Sales: priced \$5.01 - \$10.00	\$ 1.00	
Online Ticket Sales: priced \$10.01 - \$15.00	\$ 1.50	
Online Ticket Sales: priced \$15.01 - \$30.00	\$ 1.50	
Online Ticket Sales: priced \$30.01 - \$40.00	\$ 2.00	
Online Ticket Sales: priced \$40.01 - \$50.00	\$ 2.00	
Online Ticket Sales: priced \$50.01 +	\$ 2.00	
General Admission - Box Office Ticket - Paid	\$ 0.25	
General Admission - Box Office Ticket - Comp	\$ 0.07	
General Admission - Pre-Printed Ticket - Paid (Redeemed)	\$ 0.25	
General Admission - Pre-Printed Ticket - Comp (Redeemed)	\$ 0.07	
Reserved Seat - Box Office Ticket - Paid	\$ 0.50	
Reserved Seat - Box Office Ticket - Comp	\$ 0.10	
Non-scanned items sold using built in SaffireCommerce™ (Merchandise, Registrations, etc.) - to be billed semi-annually	\$ 0.50	

\*With a 3-year agreement, the client will be charged a minimum of \$1,500/yr. (online only)/ \$3,500/yr. (online and any other service) or the sum of all ticketing fees as shown above, whichever amount is higher. If a Call Center is utilized, an additional \$2.50 per ticket will be added to the online fees for all ticket sold through the Call Center service.

Equipment Pricing as of September 2024	Quantity	Billing	Price/Device	Subtotal
iOS Devices Rental: iPhones or mini iPads --- \$90 per device for 1-week rental, or \$25 per device for each additional week -- includes unlimited data plan	TBD a minimum of 30 days prior to event	30 days after event	\$ 90.00	
Zebra Laser Scanner: Used for scanning only - includes data plan --- \$90 per device for 1-week rental, or \$25 per device for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 90.00	
Complete POS Rental: Laptop, Microcom Printer, OR Hip Printer and Credit Card Reader --- \$150 per setup for 1-week rental, or \$50 per setup for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 150.00	
Contactless Kiosk System : Touchscreen Monitor (15 inches), minicomputer to operate system, Microcom Printer with cutter, and Credit Card Reader. --- \$300 per setup for 1-week rental, or \$100 per setup for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 300.00	
Printer Rentals: Microcom 520 --- \$50 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 50.00	
Printer Rentals: Microcom 485 (cutter) --- \$90 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 90.00	
Printer Rentals: Hip Printer --- \$60 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 60.00	
Credit Card Readers Rental: Depends on payment processor - \$15-\$30 per week plus \$5 per ready for additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 15.00	

up \$500

up \$1500

MIFI Rental: \$105 per device for 1-week rental, or \$25 per device for each additional week	TBD a minimum of 30 days prior to event	30 days after event	\$ 105.00	
	<b>Quantity</b>	<b>Billing</b>		
On Site Support Fee (excludes travel expenses**) must be requested and confirmed a minimum of 30 days prior to event - \$500/day -- onsite support requests must be submitted at least 30 days prior to start of event.		30 days after event	\$ 500.00	
Initial Setup of SaffireTix Site (Spark Platform)			\$ <del>1,000.00</del>	
*Device rentals and purchase prices do not include shipping. Shipping fees for rentals will be added to the post-event invoice. Shipping fees for purchased items will be added to the purchase invoice. **Travel expenses include; airfare, hotel & car rental. If applicable, travel expenses will be added to the post-event invoice.				
RENEWALS: This order renews for additional 1-year periods, unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date (which is determined by order date plus term listed above).				
TERMS: This order is governed by the terms of the Subscription Services Agreement ( <a href="https://www.saffire.com/ssa">https://www.saffire.com/ssa</a> ) between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.				
MINIMUMS: Client will be charged a minimum \$1,500/yr. (online only)/ \$3,500/yr. (online and any other service) or the sum of all ticketing fees, whichever amount is higher.				
CREDIT CARD PROCESSING FEES: If the Client uses Saffire's payment processor, an additional credit card processing fee of 4% per transaction will be deducted from the settlement payments. These do not apply to ticketing fee minimums. A retainer of 10% of the settlement or \$1,000, whichever amount is higher, will be held for up to 60 days after the event has ended, and will be utilized to cover any customer chargeback disputes and fees that may arise after the event. Saffire will defend the purchases through the credit card company, but any chargeback disputes awarded in the customers' favor will be deducted from the chargeback retainer. The remaining amount will be paid to the Client after the 60 day window has passed.				
LATE FEES: If device rental return is not post-marked within 2-days after the event, a \$10/device/day fee will be invoiced.				

up  
\$2000

<b>Customer: Adams County Fair &amp; Oregon Trail Rodeo</b>
Name: Jolene Laux
Title: Manager
Billing Email: jlaux@adamscountyfairgrounds.com
Address: 947 S. Baltimore Ave., Hastings, NE 68901
Phone: 402-462-3247
Signature:
Date:
If Tax Exempt please provide number here:

<b>Saffire, LLC</b>
Name: Cassie Dispenza
Title: Vice President of Strategic Partnerships
Email: sales@saffire.com
Address: 248 Addie Roy Road, Suite B-106, Austin, TX 78746
Phone: 512.430.1123
Signature:
Date:
Sales Contact: Cassie Dispenza



p 402.592.5522  
w tmsomaha.com  
a 7510 Burlington St.  
Omaha, NE 68127

This CONTRACT entered into on this 6th day of January, 2025 by and between the party of the first part, hereafter called THEATRICAL MEDIA SERVICES, INC. and Adams County Fair – Hastings, NE, the party of the second part, hereafter called THE BUYER.

THEATRICAL MEDIA SERVICES, INC. does hereby agree to furnish to THE BUYER at Adams County Fairgrounds – Hastings, NE for a period of \*\*SEE BELOW\*\* day(s) beginning on \*\*SEE BELOW\*\* and continuing until \*\*SEE BELOW\*\* the following services:

Mobile Stage, Lighting & Sound services per: Adams County Fair Grandstand Concerts

- 4 Show Days 2025: Load In: Tues. July 15, 2025; Shows: July 16-19, 2025; Load Out: July 19, 2025: \$51,000.00  
+ 50' Blow-Thru Barricade (w/ Snake Gate): \$ 1,470.00  
2025Total (4 Show Days): \$52,470.00
- 3 Show Days 2025: Load In: Weds. July 16, 2025; Shows: July 17-19, 2025; Load Out: July 19, 2025: \$47,390.00  
+ 50' Blow-Thru Barricade (w/ Snake Gate): \$ 1,470.00  
2025 Total (3 Show Days): \$48,860.00
- 4 Show Days 2026: Load In: Tues. July 14, 2026; Shows: July 15-18, 2026; Load Out: July 18, 2026: \$51,350.00  
+ 50' Blow-Thru Barricade (w/ Snake Gate): \$ 1,775.00  
2026Total (4 Show Days): \$ 53,125.00
- 3 Show Days 2026: Load In: Weds. July 15, 2026; Shows: July 16-18, 2026; Load Out: July 18, 2026: \$47,740.00  
+ 50' Blow-Thru Barricade (w/ Snake Gate): \$ 1,775.00  
2026 Total (3 Show Days): \$49,515.00

In  
2024  
48,920.00  
1,230.00  
50,150.00

*\*\*Dates shown for 3-day pricing assume the Wednesday show would be cut. 3-day pricing may be used for cutting Saturday show day instead. 3-day pricing may not be used for cutting Thursday or Friday show day.*

**Buyer to provide:** [12] Stagehands, [1] Electrician, [1] Forklift w/ Qualified Operator, Catering (load in/show days)

[2\*] Hotel Rooms for check in July 14, 2025 & check out July 20, 2025 – Mobile Stage – 4 Show Days 2025

[4] Hotel Rooms for check in July 15, 2025 & check out July 20, 2025 - Sound/Lights – 4 Show Days 2025

[2\*] Hotel Rooms for check in July 13, 2026 & check out July 19, 2026 – Mobile Stage – 4 Show Days 2026

[4] Hotel Rooms for check in July 14, 2026 & check out July 19, 2026 – Sound/Lights – 4 Show Days 2026

\*Mobile stage may only need 1 hotel room. Will notify annually once information is available.

\*\*If 3 show day pricing is used in 2025 or 2026, hotel check in/out dates will be confirmed once confirmed show days are provided.

**THE BUYER does hereby agree to pay THEATRICAL MEDIA SERVICES, INC. for the use of the equipment and services set out above the sum of Ninety Eight Thousand Three Hundred Seventy Five (MINIMUM) to One Hundred Five Thousand Five Hundred Ninety Five (MAXIMUM) and 00/100-----DOLLARS (\$98,375.00 Min - \$105,595.00 Max).**

**TERMS: \$52,470.00 or \$48,860.00 Due July 18, 2025; \$53,125.00 or \$49,515.00 Due July 17, 2026.**

THE BUYER does hereby further agree to provide at his sole expense the cost of all electrical current to operate all of the above listed services.

THE BUYER does hereby agree to provide a certified Electrician to hook up and disconnect power.

THE BUYER does hereby further agree to provide at his sole expense \* persons for the set up and strike of THEATRICAL MEDIA SERVICES, INC. equipment, said persons are to be at the direction of the representative of THEATRICAL MEDIA SERVICES, INC. He or she or they in no way shall be deemed to be employees of THEATRICAL MEDIA SERVICES, INC. As further consideration for THEATRICAL MEDIA SERVICES, INC. entering into this contract with Buyer, the Buyer agrees to furnish at Buyer's sole expense insurance coverage for said persons, covering said persons for any injury that may result from setting up or striking of THEATRICAL MEDIA SERVICES, INC. equipment. Further, Buyer agrees to indemnify and hold harmless THEATRICAL MEDIA SERVICES, INC. for any claims made against THEATRICAL MEDIA SERVICES, INC. by said persons for injury or injuries resulting from setting up or striking THEATRICAL MEDIA SERVICES, Inc. equipment.

THE BUYER does hereby further agree that all labor provided shall include such persons as may be required by the Stage Hands Local Union, and such persons shall be paid by THE BUYER and that no Monies shall be deducted for payment of such persons from the price of this contract.

THE BUYER does hereby further agree to pay all taxes, inspection fees, and other fees that may be assessed because of the service and/or equipment agreed under the terms of this contract, including all union fees.

THE BUYER does hereby further agree that if it is not possible to use any of the equipment or services herein set forth that it will pay the full amount herein specified to THEATRICAL MEDIA SERVICES, INC. and that no rebate or reduction in said amount because of rain, weather, accidents, Acts of God, or any order, laws, otherwise issued by any Governmental agency unless, however, said orders are subject to the control of THEATRICAL MEDIA SERVICES, INC. or its authorized agent.

THE BUYER does hereby further agree to save THEATRICAL MEDIA SERVICES, INC. harmless from any claim whatsoever for damage to persons, personnel and/or property arising from the operation of the equipment and/or the acts of the agents or persons representing THE BUYER, unless said claim results from the negligence and/or willful misconduct of THEATRICAL MEDIA SERVICES, INC. and/or any of its agents.

THEATRICAL MEDIA SERVICES, INC. does hereby further agree to save THE BUYER harmless from any claim whatsoever for damage to persons, personnel and/or property arising from the operation of the equipment and/or the acts of the agents or persons representing THEATRICAL MEDIA SERVICES, INC. unless said claim results from the negligence and/or willful misconduct of THE BUYER and/or any of its agents.

THE BUYER does hereby agree that in the event it cancels this contract through no fault of THEATRICAL MEDIA SERVICES, INC., BUYER agrees to pay 50% of the contract price, plus all costs incurred by, but not limited to the following: Transportation, Loading, Unloading, Setup, all necessary labor costs incurred regarding the same, and any and all subcontractor costs incurred by THEATRICAL MEDIA SERVICES, INC. provided, however that said costs shall not exceed the total contract price.



THE BUYER does hereby further agree that in the event THEATRICAL MEDIA SERVICES, INC. cannot furnish the equipment or services herein specified for reasons beyond his control, such as breakdown, strikes, Acts of God, or other casualty, or labor disputes, that THEATRICAL MEDIA SERVICES, INC. shall from be released the terms of this contract and that THEATRICAL MEDIA SERVICES, INC. shall not be liable for any damages as a result thereof.

THE BUYER agrees to pay THEATRICAL MEDIA SERVICES INC. all reasonable attorneys' fees and legal expenses incurred in exercising any of its rights and remedies upon breach of this contract by the Buyer.

It is mutually agreed that this contract was negotiated and executed in Raiston, Douglas County, Nebraska, and that the laws of the State of Nebraska will govern this contract. Any legal action brought by either party shall be conducted solely in Douglas County, Nebraska, regardless of the physical location where the services are provided. In the event THEATRICAL MEDIA SERVICES INC. must file suit to collect on amounts owed by THE BUYER, BUYER hereby irrevocably agrees to accept service of process by certified mail, and that in the event BUYER fails or refuses to accept certified mail service, that return of the certified mail shall be evidence of BUYER'S receipt of service for all purposes, including, but not limited to, deadlines for pleadings.

All parties mutually agree that no verbal agreements are a part of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicate copies hereof the day and year first above written.

for THEATRICAL MEDIA SERVICES, INC.

for THE BUYER

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
John R. Hansen, President                      Date

\_\_\_\_\_  
PRINT NAME                                              TITLE

All signers warrant that they are duly authorized to do so and to bind their respective party to the contract.  
Contract must be fully executed by both parties within 30 calendar days of the contract (or amended contract) date.



p 402.592.5522  
w tmsomaha.com  
a 7510 Burlington St.  
Omaha, NE 68127

1/6/2025

**Hastings, NE - Adams County Fair  
2025-26 Equipment List  
v1**

**LIGHTING EQUIPMENT**

*\*\*Preliminary equipment list only...do not use for advance.\*\**

**TRUSS:**

- [1] 40' Downstage Lighting Truss *(20.5"x20.5" Box, Silver, Bolt, Medium Duty)*
- [1] 35' Upstage Lighting Truss *(20.5"x20.5" Box, Silver, Bolt, Medium Duty)*

**FIXTURES:**

- [6] Elation Proteus Lucius *(Upstage)*
- [6] Elation Platinum Beam 5R Extreme *(Upstage)*
- [20] GLP Fusion Par 7 *(Upstage)*
- [6] Elation Proteus Rayzor 1960 *(6-Downstage)*
- [4] Chauvet Strike Array 4 LED Blinder *(Downstage)*

**DESKS:**

- [1] Hog 4 Full Boar *(or similar)*
- [1] Hog 4 Road Hog *(or similar, backup)*

**HAZERS:**

- [1] Base Hazer w/ Fan & Fluid

**SPOTLIGHTS & INTERCOM:**

- [2] Lycian 1267 HTI Spotlight *(or similar)*
- [1] Clear-Com MS-232 Rack Mount
- [7] Clear-Com 1 Ch. Belt Pack
- [7] Clear-Com Headsets
- All necessary XLR cable for intercom system

**SNAKE:**

- [1] 5xDMX + 3xXLR + 1-10/5 (300') Control Snake

**POWER & DATA DISTRIBUTION:**

- [1] 208v Distro
- [1] Feeder Pkg. (Incl. 150' 4/0 Feeder, (3) Interconnect @ 10', (1) 4/0 Tails, (1) 10/5 Interconnect @ 10', Cam Turnarounds, Parallel & Tapping Tees
- [1] Opto Splitters or Whirlwind (as needed)
- All necessary power, multi & data cable for provided fixtures.

**MOTORS/RIGGING:**

- [6] CM 1-Ton Chain Motor *(4-Lighting, 2 Audio)* w/ Control, Cable & Rigging
- [2] CM ¼ Ton Chain Motor *(Lighting Cable Picks)* w/ Control, Cable & Rigging

**PIPE:**

- [1] 38' Artist Backdrop Pipe Package *(on rope & sheaves US)*

**MISC:**

- [29] Cable Ramp *(25 - Stage to FOH, 4 - Feeder)*
- [3] 8'x8' Pop Up Tent *(1-Stage Left Work Wing, 2-FOH)*

**PERSONNEL:**

- [2] Lighting Technicians

*The lighting equipment list isn't finalized for 2025 yet. I will re-visit the equipment pricing and I will update your contract if the pricing is lower. If it is higher, we will honor the pricing on the proposed contract.*

*\*\*Please Note: The quantity of cable ramps to FOH is enough to accommodate the stage position as it was set in 2022. If the stage moves further away from the grandstand again, we need to be made aware (ahead of time) how far it is moved, so we can plan for additional cable ramps.*

*Additionally, (with regard to moving the stage back) there will be a point where additional audio equipment will be necessary as well, so please keep us in the loop when it comes to any changes in stage placement.*



p 402.592.5522  
w tmsomaha.com  
a 7510 Burlington St.  
Omaha, NE 68127

1/6/2025

## Hastings, NE - Adams County Fair 2025-26 Equipment List v1

### ROOF/STAGE

*\*\*Preliminary equipment list only...do not use for advance.\*\**

#### MOBILE STAGE:

- [1] Stageline SL320 Mobile Stage (40'x40')
- [2] 12'x16' Work Wings
- [2] Step Units
- Handrail, Vinyl Wind Walls (Rear & Sides), & Audio Flybays also included.

#### PERSONNEL:

- [1] Certified SL320 Stage Technician

#### BARRICADE:

- [50] Linear Feet Aluminum Blow-Thru Concert Barricade (Includes 1 Snake Gate)

*\*\*Note: Artist risers are provided by the event.\*\**

### AUDIO EQUIPMENT

*\*\*Preliminary equipment list only...do not use for advance.\*\**

#### FOH CONTROL:

- [1] Digidesign Profile 48- Ch. (or similar, please confirm during advance)

#### FOH SPEAKERS & AMPLIFICATION:

- [24] Electrovoice XLC127DVX (12/side flown)
- [12] Electrovoice X-Sub Dual 18" Subwoofer (6/side ground stacked)
- [4] QSC KLA12 Powered Front Fill
- [1] QSC PL3 & RMX Series FOH Amp Rack Package

#### MON CONTROL:

- [1] Digidesign Profile 48- Ch. (or similar, please confirm during advance)

#### MON SPEAKERS & AMPLIFICATION::

- [12] ElectroVoice XW15A Monitor Wedge
- [1] Electrovoice QRX-218 Dual 18" Subwoofer (drum sub)
- [1] QSC PLX Series MON Amp Rack Package

#### MISC.:

- [1] Mic Package (wired) Standard Package of Shure, AKG, Beyer, & Sennheiser microphones and necessary cables
- All necessary K&M mic stands, tall & short, tripod & round w/ boom arms
- All necessary speaker, power, patch and network cables
- All necessary chain motors, control & rigging (*see lighting equipment list*)

#### ELECTRICAL DISTRIBUTION:

- [1] AC Distro Package - 200a/3-phase with feeder
- [1] Stage AC Package

#### PERSONNEL:

- [1] FOH Engineer
- [1] Monitor Engineer



**GRAYSCALE  
MARKETING**

ADVERTISING. PUBLIC RELATIONS. MARKETING.

GRAYSCALE EVENT MARKETING

**Adams County Fairfest - 2025**

# PROPOSAL FOR SERVICES

Delivered: December 2024  
Delivered to: Jolene Laux  
Delivered by: Adam Craft

*Fair Advertising Dollars earmarked for their use.*

Total Investment

\$31,500<sup>00</sup> Grayscale

\$15,000<sup>00</sup> For advertising they do on

\$46,500<sup>00</sup> Facebook/Google

# | SERVICE SUMMARY QUOTE

## | ONE-TIME SERVICES

2024 Lineup Onboarding: ~~\$1,500~~ \$0 - REG Discount %100

- RFAC (Request for Assets and Credentials) Refresh
- Further discovery and discovery related communications
- Marketing Research
- Marketing Systems Check
- Communications Organization
  - Artist Teams
  - Partner
- 90 Day Strategy
  - Social Media, Advertising, Strategy
  - Asset and Content Plan

| Proposed start date: January 16th, 2025

| Proposed completion date: January 31st, 2025

## | Monthly Services

Term: 6 month term (162 Days)

Proposed On Board: January 16th, 2025

Proposed start date: February 3rd, 2025

Teasers: 2/12-2/13

Event Announce: Feb 14

Public Announce: Feb 18

Artist/Sponsor PreSale: TBD

On Sale: March 1

End Date: July 30th, 2025

Monthly Rate: \$5,250

### Social Media Management

- This covers social media management, customer service, and follower engagement in real-time for every platform as well as contests.
- Up to 20 custom pieces of content created per month
- Execution of up to 5 contests (drive engagement / capture data)
- Lead announce and Facebook event set up

### Design and Creative

- This covers content creation for organic and paid social media assets
- Posters, flyers, print needs, media, TV, radio, and video
- Social Media content - up to 20 custom pieces of content created per month  
\*Amount of total creative assets may vary depending on results, total ad sets, and total ad budget.
- Facebook, Instagram

### Advertising

- Paid digital marketing planning, buying, execution, and reporting
  - 5-7 ads running monthly to grow the fanbase, drive web traffic, grow the database, and generate ticket sales.
- Does not cover hard advertising costs
- Hard advertising cost proposed: TBD

### Pay Per Click Advertising

- Search Marketing / Keyword Development (SEM)
- Display Remarketing
- Placement

### Email Marketing & Text (SMS)

- 2 marketing blasts per month on average
- Reporting

### Consulting, Connecting, & Management

- Artist Fan Leverage, organic support, artist back end access, artist asset collection
- Artist team liaison, merch for contesting, and more.
- Ticketing Company Liaison
- Bi-Weekly client calls
- Agendas and reporting

# | BILLING SUMMARY

## Option A: 2024

**ONBOARDING (One Time Fee):** \$1,500

**MONTHLY:** \$5,250.00

**PER TICKET:** none

**HARD COST TOTAL:** \$31,500

**AD SPEND:** To Be determined by mutual written agreement at a later date prior to ad launch.

### Note on Expenses:

Grayscale Marketing adds a 20% markup on client expenditures for outside services we are asked to cover (printing, shipping, media purchasing, etc.)

The fee covers time only. Any additional expenses, such as travel, will be billed separately from this agreement.

# | PAYMENT SCHEDULE

One Time project costs will be billed in two equal payments, the first being due upon execution of the agreement and final due following the completion of these one-time services. Onboarding fees are due upon completion of the agreement. Monthly services will be invoiced on a monthly cadence thereafter.

**One-Time Payment Onboarding 2024:** REG Discount - Waived

**Monthly Billing February - Aug 2025:** TBD; billed monthly

# | NEXT STEPS

Next steps include agreeing on scope of work, budget, and a start date. Once we are aligned, we will move to a formal agreement. In the meantime, we would be happy to answer any questions on this proposal. Please call Jason Zinser at (858) 349-9783, or contact via email at [jason@grayscalemarketing.com](mailto:jason@grayscalemarketing.com)

We look forward to working with you.



**THANK YOU**





**THE VIAERO CENTER / TRI-CITY STORM  
CORPORATE PARTNERSHIP AGREEMENT**



This Corporate Partnership Contractual Agreement, hereinafter called "AGREEMENT," is made by and between **Vee Arena LLC** dba Viaero Center and **V Storm LLC** dba Tri-City Storm hereinafter called VC / TCS and "CORPORATE PARTNER" listed below.

**CORPORATE PARTNER: KOOL-AID DAYS**

**AUTHORIZED AGENT:** Jolene Laux

**PHONE:** (402) 462-3247

**E-MAIL:** jlaux@adamscountyfairgrounds.com

This Agreement is for the following Corporate Partnership items:

- Presenting Sponsor of Kool-Aid Night.
  - Scheduled on Saturday, February 15, 2025.
- Tri-City Storm players will wear special themed jerseys and socks for this game.
  - Jerseys will be auctioned off on the ice following the game.
- 70% of the NET auction proceeds will be retained by Kool-Aid Days.
- Kool-Aid Days staff will be allowed to sell items on the concourse and retain 100% of the revenue.
- Social Media Posts and Logo on Videoboard with Announcement prior to and during event.
- Tickets for staff and vouchers for giveaways.

As Presenting Sponsor, the CORPORATE PARTNER agrees to invest **\$ 1,500.00** for exclusive rights of the game night sponsorship. This fee is separate from any retained proceeds from the jersey auction.

**The Jersey/Sock invoice will be split 50/50 between Kool-Aid Days and the Storm. Kool-Aid Days will be responsible for paying the jersey/sock invoice. The Storm's portion will be deducted from the final payment issued to the Storm. The Last Chance Auction on DASH will take place the week of 03/03/2025. DASH Auction proceeds will be retained by the Storm and the Kool-Aid Days portion will be deducted from the final payment issued to the Storm.**

Payment due on 03/15/2025                       Other

-This AGREEMENT may not be modified, assigned, or transferred by CORPORATE PARTNER or VC / TCS without prior written approval from VC / TCS and CORPORATE PARTNER.

IN WITNESS WHEREOF, VC / TCS and CORPORATE PARTNER have agreed and executed this CORPORATE PARTNERSHIP AGREEMENT on this 7<sup>th</sup> day of **January, 2025**.

Corporate Partner (Please Sign)

VC / TCS Representative

X: \_\_\_\_\_

X: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Hi-Line Motors LLC**  
P.O. BOX 7  
18150 WEST KENESAW BLVD  
KENESAW, NE 68956  
USA

Voice: 402-752-3498  
Fax: 402-752-3498

# QUOTATION

Quote Number: 125092024  
Quote Date: Dec 9, 2024  
Page: 1

<b>Quoted To:</b>
CASH SALES

Customer ID	Good Thru	Payment Terms	Sales Rep
CASH	1/8/25	Net 10th of Next Month	

Quantity	Item	Description	Unit Price	Amount
1.00		FORMULA ENCLOSED 7X16 TRAILER WITH DOOR FLAPS	7,900.00	7,900.00
			Subtotal	7,900.00
			Sales Tax	
			<b>TOTAL</b>	<b>7,900.00</b>

ADAMS COUNTY AG Society  
Security services for DOUBLE LOCKED SECURITY

Hourly rates effective January 1<sup>st</sup>, 2025

Unarmed --General Security Officers	\$26.80 per hour
Gate Attendant	\$26.80 per hour
Unarmed Professional Security Grounds Rovers	\$29.40 per hour
Barricade	\$31.00 per hour
Armed--Off Duty Law Enforcement	\$57.75 per hour
Supervisor Fee- County Fair 24 hours-stay on site (Wed-Sun)	\$250.00 per day

Adams Co Ag Society

Dreher Enterprises, INC  
dba Double Locked Security

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Justin Wahl

Sharon Dreher

Board President

Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_